



बिहार गजट

असाधारण अंक

बिहार सरकार द्वारा प्रकाशित

21 श्रावण 1946 (श10)

(सं0 पटना 766)

पटना, सोमवार, 12 अगस्त 2024

पंचायती राज विभाग

अधिसूचना

26 जुलाई 2024

सं० : 10प/वि0-16-23/2023/6642/प०रा०—मंत्रिपरिषद् की बैठक दिनांक 19.07.2024 में मद संख्या 25 के रूप में सम्मिलित बिहार जिला परिषद् भू-सम्पदा लीज नीति, 2024 की स्वीकृति प्रदान की गयी है। उक्त लीज नीति, 2024 की प्रति संलग्न है।

2. इस अधिसूचना के निर्गत होने की तिथि से लीज नीति, 2024 में सन्निहित प्रावधानों/सिद्धांतों के अनुसार ही जिला परिषदों द्वारा अपनी भू-सम्पदा को लीज पर देने की कार्यवाई की जायेगी।

3. उक्त नीति के अनुसार लीज के संबंध में लीजकर्ता एवं लीजधारक के बीच किया जाने वाला एकरारनामा ऑनलाईन स्टाम्प पेपर पर किया जायेगा।

4. अगर बिहार जिला परिषद् भू-सम्पदा लीज नीति, 2024 के प्रवृत्त होने के पूर्व दिया गया कोई लीज अब तक execute नहीं किया गया है, तो लीजकर्ता जिला परिषद् द्वारा वर्तमान लीज नीति, 2024 के अनुसार ही जमीन को लीज पर देने की कार्यवाई की जायेगी।

अनुलग्नक : बिहार जिला परिषद् भू-सम्पदा लीज नीति, 2024

बिहार-राज्यपाल के आदेश से,
मिहिर कुमार सिंह,
सरकार के अपर मुख्य सचिव।

बिहार जिला परिषद् भू-संपदा लीज नीति, 2024

बिहार की जिला परिषदों के पास काफी बहुमूल्य भूमि एवं अन्य परिसंपत्तियां मौजूद हैं, किन्तु इनके प्रबंधन एवं अनुरक्षण के संबंध में सरकारी भूमि की तरह कोई प्रावधान नहीं रहने से विभिन्न जिला परिषदों द्वारा अपने-अपने तरीके से अपनी बहुमूल्य भूमि को लीज पर दे दिया जाता है। लीज पर बंदोबस्त करने की प्रक्रिया पारदर्शी नहीं रखे जाने के कारण कई जिला परिषदों द्वारा बहुत कम राशि पर बहुमूल्य भूमि पर बंदोबस्ती कर दिये जाने से संबंधित शिकायतें सरकार को प्राप्त होती रहती हैं। जिला परिषद् के आर्थिक हित को बिना ध्यान में रखे हुए भूमि को कम मूल्य पर लंबी अवधि तक लीज पर दे दिये जाने से जिला परिषद् को गंभीर आर्थिक क्षति उठानी पड़ती है। महालेखाकार के अंकेक्षण प्रतिवेदनों में इस पर गंभीर चिंता प्रकट की गयी है तथा अपेक्षा की गयी है कि इसमें सुधार हेतु शीघ्र ही सकारात्मक कदम उठाये जाएं।

2. बिहार पंचायत राज अधिनियम, 2006 की धारा 62 के अधीन जिला परिषद् एक स्वशासी निकाय है तथा जिस निमित्त उसका गठन किया गया है, उसके प्रयोजनार्थ आवश्यक, समुचित और समीचीन सभी कार्य करने की शक्ति उसमें निहित की गयी है। अधिनियम की धारा 80 के अंतर्गत जिला परिषद् को संपत्ति अर्जित करने, धारण करने और बेचने तथा संविदा करने की शक्ति प्राप्त है परंतु अचल संपत्ति के निपटान के सभी मामलों में जिला परिषद् को सरकार की पूर्वानुमति प्राप्त करनी है।

3. जिला परिषद् को अधिनियम की धारा 73 एवं 74 के अधीन कृषि, सिंचाई, भूतल जल संसाधन एवं जल संभर विकास, बागवानी, ग्रामीण विद्युतीकरण, सामाजिक वाणिकी, विपणन, पशुपालन एवं गव्य विकास, मत्स्य पालन, घरेलू एवं लघु उद्योग, अंतर्देशीय जलमार्ग, स्वास्थ्य एवं आरोग्य, ग्रामीण आवास, शिक्षा, सामाजिक कल्याण, गरीबी उन्मूलन कार्यक्रम, सामाजिक सुधार कार्यक्रम, अपने में निहित या अपने नियंत्रणाधीन या प्रबंधनाधीन किसी संस्था या सार्वजनिक उपयोग के किसी कार्य का प्रबंध या उसका अनुरक्षण, ग्रामीण हाटों एवं बाजारों का अधिग्रहण एवं अनुरक्षण, पंचायत समिति या ग्राम पंचायत को अनुदान, संकटग्रस्तों को राहत देने के उपाय, एक प्रखंड से अधिक में फैले किसी स्कीम को हाथ में लेने या उसका कार्यान्वयन करने, जिलावासियों के कल्याणार्थ स्वास्थ्य, सुरक्षा, शिक्षा, सुख-सुविधा या सामाजिक, आर्थिक अथवा सांस्कृतिक अभिवृद्धि हेतु कोई कार्य या उपाय करने से संबंधित दायित्व सौंपे गये हैं। स्पष्टतः इतने महत्वपूर्ण प्रयोजनों के निर्वहन हेतु जिला परिषद् केवल सरकार अथवा केन्द्रीय/राज्य वित्त आयोगों से प्राप्त होने वाले अनुदानों पर निर्भर नहीं रह सकती है, अपितु उसे अपने आंतरिक संसाधनों में वृद्धि करने के प्रयास भी करने होंगे।

4. राज्य के अधिकांश जिला परिषदों के पास बड़ी मात्रा में जिले के विभिन्न अनुमंडलों/प्रखंडों में कृषि कार्य हेतु उपयुक्त भूमि, खाली परती भूमि एवं डाक बंगले/निरीक्षण भवन तथा अन्य प्रकार की संरचनाएं उपलब्ध हैं। जिला परिषद् द्वारा अपनी परिसंपत्तियों का समुचित प्रबंधन नहीं किया जा रहा है या बहुत सारी संपत्तियों का वर्तमान में कोई उपयोग नहीं किया जा रहा है या वे जर्जर या अनुपयोगी हो गये हैं एवं कई परिसंपत्तियों का अतिक्रमण किया जा रहा है। इसके फलस्वरूप उक्त परिसंपत्तियों से जिला परिषद् को समुचित आय प्राप्त नहीं हो रही है। ऐसी भूमि या परिसंपत्ति का विकास करने अथवा एक निश्चित समय सीमा हेतु लीज पर बंदोबस्त कर दिये जाने से जिला परिषद् को एक सुनिश्चित आय प्राप्त हो सकती है, जो उनके आंतरिक संसाधनों को मजबूती प्रदान करेगी।

5. उपर्युक्त परिप्रेक्ष्य में सम्यक विचारोपरांत सरकार ने अधिनियम की धारा 156 के अधीन प्रदत्त शक्तियों का प्रयोग करते हुए जिला परिषद् की भू-संपदाओं को लीज पर बंदोबस्त करने के संबंध में एक नीति तैयार की है, जिसका अनुसरण कर जिला परिषदें अपने आंतरिक संसाधन कोष में उल्लेखनीय अभिवृद्धि कर सकती हैं। नीति में उल्लिखित प्रावधानों का अनुसरण एवं अनुपालन करना जिला परिषदों के लिए बाध्यकारी होगा।

नीति

सामान्य :-

1. सभी जिला परिषद् द्वारा अपनी अचल संपत्ति (भूमि एवं भवन सहित) का पूर्ण ब्यौरा (खाता, खेसरा, रकबा, अवस्थिति आदि) चाहे वह वर्तमान में अतिक्रमित ही क्यों न हो, इस हेतु संधारित एक पंजी में दर्ज किया जायेगा। यह पंजी वर्ष में दो बार जिला परिषद् के मुख्य कार्यपालक पदाधिकारी द्वारा प्राधिकृत पदाधिकारी/कर्मि द्वारा सत्यापित एवं अद्यतन की जायेगी (प्रपत्र 1 एवं प्रपत्र 2)।

2. जिला परिषद् सर्वप्रथम उन परिसंपत्तियों/भूमि को लीज पर देने हेतु चिन्हित करेगी, जिस पर किसी प्रकार का अतिक्रमण नहीं है और जो पूर्णरूपेण जिला परिषद् के स्वामित्व के अंदर है। सड़कों (Flanks) अथवा जल निकास प्रणालियों को लीज पर देना प्रतिबंधित होगा।

3. जिला परिषद् उक्त परिसंपत्तियों में से जिसका प्रबंधन एवं अनुरक्षण अपने स्तर से करने हेतु स्वयं सक्षम है, उसे लीज पर नहीं देगी।

4. जिला परिषद् उसी भूमि/परिसंपत्ति को लीज पर देने हेतु चिन्हित करेगी, जिसका प्रबंधन एवं अनुरक्षण करने में उसे कठिनाई महसूस हो तथा जिसे लीज पर दिये जाने से जिला परिषद् को बेहतर आय प्राप्त होने की संभावना हो।

5. जिला परिषद् मात्र निम्न उद्देश्यों के लिए अपनी भूमि किसी व्यक्ति को लीज (पट्टा) पर देगी :-

(i) कृषि कार्य हेतु

(ii) व्यावसायिक उपयोग हेतु।

जिला परिषद् अपनी किसी भूमि को आवासीय उपयोग के लिए लीज पर नहीं देगी। परन्तु दीर्घकालीन व्यावसायिक लीज में आवासीय लीज पर भवन दिये जा सकते हैं। डाकबंगला एवं अन्य भवनों को आवासीय उपयोग के लिए दिए जाने हेतु विभागीय पत्र संख्या 6889 दिनांक 21.06.2023 से दिशा निर्देश दिये गए हैं।

6. जिला परिषद् की सामान्य बैठक में इस आशय का प्रस्ताव या संकल्प पारित किया जायेगा कि जिला परिषद् अपने किन-किन भू-खंडों को कड़िका-5 में उल्लिखित किस उद्देश्य के लिए लीज पर देना चाहती है।

7. जिला परिषद् जिस भूखण्ड को लीज पर देना चाहती है, उसका पूर्ण विवरण यथा खाता, खेसरा, रकबा, अवस्थिति, वर्तमान बाजार मूल्य आदि अंकित करते हुए समाचार पत्रों के माध्यम से लीज लेने हेतु इच्छुक व्यक्तियों से निविदा आमंत्रित करेगी। निविदा पत्र (टेंडर पेपर) मुख्य कार्यपालक पदाधिकारी के पास उपलब्ध रहेगा जिसे कोई व्यक्ति जिला परिषद् के नाम बैंक ड्राफ्ट जमा कर खरीद सकेगा। निविदा आमंत्रण पत्र का मूल्य सामान्यतया वार्षिक लीज मूल्य का 0.5 प्रतिशत होगा, परन्तु न्यूनतम 100 रुपये से कम का नहीं होगा। निविदा आमंत्रण सूचना में निम्नलिखित बातों का स्पष्ट रूप से उल्लेख रहेगा :-

(i) लीज की अधिकतम अवधि।

(ii) वार्षिक लीज लगान की न्यूनतम राशि।

8. कृषि कार्य हेतु लीज :-

8.1 कृषि भूमि सामान्यतया 3 वर्षों एवं अधिकतम 5 वर्षों के लिए लीज पर दी जायेगी। कृषि भूमि की बंदोबस्ती सामान्यतया वित्तीय वर्ष के प्रथम दो महीनों (अप्रैल/मई) में हो जानी चाहिए ताकि खरीफ की बुआई ससमय हो सके। भूमि का न्यूनतम किराया, अद्यतन बाजार मूल्य (रजिस्ट्री कार्यालय की अंचल की न्यूनतम दर) के 2 प्रतिशत के बराबर होगा। लीज किराया का निर्धारण खुली निविदा (एकल वित्तीय निविदा) के द्वारा किया जाएगा। कृषि भूमि की लीज, लीज अवधि तक प्रत्येक वर्ष समान होगी। लीज की समाप्ति के पश्चात् जिला परिषद् भूमि के बाजार मूल्य में वृद्धि के आधार पर नये सिरे से कृषि भूमि की बंदोबस्ती करेगी।

8.2 कृषि भूमि की लीज का किराया वर्ष के अप्रैल महीने के अंत तक अग्रिम के रूप में देय होगा। यदि भुगतान में विलंब होता है तो प्रचलित बैंक दर से 2 प्रतिशत अधिक सूद देय होगा। माह जून तक लीज का लगान जमा नहीं करने पर प्रचलित बैंक दर से 2 प्रतिशत अधिक सूद के साथ-साथ जिला परिषद् भूमि को वापस (फसल समेत) लेने में सक्षम होगी। कृषि भूमि की लीज विधिवत् निबंधित की जायेगी एवं लीज डीड के लिए निबंधन शुल्क पट्टाधारक (lessee) द्वारा देय होगा।

8.3 कृषि भूमि को व्यावसायिक उपयोग के लिए लीज पर दिया जा सकेगा, परन्तु उसके लिए व्यावसायिक उपयोग की शर्तें लागू होंगी।

9. व्यावसायिक उपयोग हेतु लीज :-

9.1 (A) किसी भी परिसंपत्ति को स्थायी रूप से लीज पर नहीं दिया जायेगा। व्यावसायिक उपयोग हेतु लीज अधिकतम तीस वर्षों (साधारणतया 29 वर्ष 11 माह) के लिए सरकार की पूर्वानुमति के पश्चात् दी जा सकेगी।

(B) व्यावसायिक उपयोग के लिए लीज पर देने के पूर्व यह पता कर लेना आवश्यक होगा कि भूमि की किस्म रजिस्ट्री ऑफिस अंचल दर में व्यावसायिक है या आवासीय या कृषि योग्य। भूमि का व्यावसायिक लीज किराया भूमि के रजिस्ट्री ऑफिस अद्यतन अंचल दर (MVR) के न्यूनतम 3 प्रतिशत वार्षिक होगा, जिसके आधार पर लीज के लिए सुरक्षित जमा राशि निर्धारित कर खुली डाक द्वारा बंदोबस्ती की जायेगी। इसमें प्रत्येक वर्ष 5 प्रतिशत की दर से (साधारण ब्याज) अभिवृद्धि होगी। पहले 5 वर्षों का लीज किराया एकमुश्त लीज अवधि के शुरुआत के पूर्व जमा करना अनिवार्य होगा। पुनः पंचवर्षीय अवधि समाप्त होने के 3 महीने पूर्व अगले 5 वर्षों का अभिवर्धित लीज रेंट जमा करना अनिवार्य होगा। लीज रेंट ससमय जमा नहीं करने पर अगले तीन महीने तक प्रचलित बैंक दर से 2 प्रतिशत अधिक सूद देय होगा। तीन महीने की समाप्ति के उपरांत जिला परिषद् द्वारा नोटिस देकर लीज की समाप्ति की कार्रवाई की जायेगी।

(C) लीज का नवीकरण :- यदि व्यावसायिक लीज भूमि के लीजधारक के द्वारा लीज की अवधि के दौरान लीज किराया की राशि ससमय जमा की गयी हो तथा लीज की किसी शर्तों का उल्लंघन नहीं किया गया हो, तो मात्र उसी स्थिति में लीज का नवीकरण किया जायेगा, परन्तु किसी भी लीज की अधिकतम अवधि 60 वर्षों से ज्यादा (नवीकरण को जोड़कर) नहीं होगी। 30 वर्षों के बाद नवीकरण खुली निविदा के आधार पर होगा

जिसमें पुराने लीजधारक को भाग लेने का अधिकार होगा। खुली निविदा में निर्धारित अधिकतम राशि पर पूर्व लीजधारक को First Right of Refusal होगा, अर्थात् यदि वह अधिकतम निविदा राशि के बराबर वार्षिक लीज लगान देने के लिए सहमत हो जायेगा तो उसको लीज के नवीकरण का अधिकार होगा। 60 वर्ष के बाद परिसंपत्ति की नये सिरे से खुली निविदा की जायेगी एवं ऐसी निविदा में पूर्व लीजधारक को First Right of Refusal का कोई अधिकार नहीं होगा। उपर्युक्त से भिन्न स्थिति में लीज भूमि के ऊपर बनायी गयी भौतिक संरचना को जिला परिषद् के द्वारा अपने कब्जे में ले लिया जायेगा एवं उसके लिए कोई भी राशि लीजधारक को देय नहीं होगी, परन्तु भवन के अन्तर्गत रखी चल संपत्ति को हटाने का अधिकार पूर्व लीजधारक को होगा।

9.2 पेट्रोल पंप की स्थापना हेतु भूमि तीस वर्षीय लीज पर उपर्युक्त नवीकरण विकल्प के साथ बंदोबस्त की जायेगी।

9.3 दीर्घकालीन व्यावसायिक लीज :-

दीर्घकालीन लीज की श्रेणी में बहुमंजिला भवन, होटल, कार्यालय हेतु जगह, विवाह भवन, सभागृह, सभी नागरिक सुविधाओं से युक्त बस स्टैण्ड, दुकानों इत्यादि से संबंधित लीज को रखा जायेगा।

जिला परिषद् द्वारा दीर्घकालीन व्यावसायिक लीज के लिए सरकार की पूर्वानुमति के पश्चात् महत्वपूर्ण जमीनों/भूखंडों (Land Parcels) की पहचान कर उन्हें निविदा द्वारा खुली डाक से बंदोबस्त करना चाहिए। ऐसी बंदोबस्ती की अवधि साधारणतया 30 से 50 वर्ष के लिए निजी निवेश (Private Investment) के आधार पर की जा सकती है, किन्तु इस परिस्थिति में भी अधिकतम लीज 60 वर्षों की होगी। इस लीज की शर्तें निम्नवत् होंगी :-

जिस जमीन पर दीर्घकालीन व्यावसायिक लीज दी जा रही है, उसका रिजर्व राशि MVR से Valuation की सामान्यतया दुगुनी रखनी चाहिए और उसके बाद खुली निविदा से प्रोजेक्ट के अधिकतम FAR के आधार पर Sale Price discovery होनी चाहिए। इस Sale Price discovery से लीज के लिए जिला परिषद् को मिलने वाली कुल राशि (Total Amount) को Project Completion अवधि में विभाजित कर प्रत्येक वर्ष उसकी समानुपातिक राशि लीज किराया के रूप में प्राप्त होनी चाहिए। वास्तविक नीलामी में प्राप्त अधिकतम बोली को RERA द्वारा निर्धारित Project Completion अवधि से विभाजित कर प्रत्येक वर्ष दी जाने वाली राशि निर्धारित होगी, जिसकी समय-सीमा RERA द्वारा नक्शा पारित करते शुरू होगी।

उदाहरण के तौर पर अगर जिला परिषद् की एक एकड़ भूमि का मूल्य MVR के आधार पर 10 करोड़ रुपये प्रति एकड़ है, तो सुरक्षित जमा राशि 20 करोड़ रुपये होगी। यदि अधिकतम FAR 3.0 है तो, इस पर अधिकतम कुल $43360 \times 3 = 130680 \text{ sqft.}$ निर्माण होगा। यदि प्रचलित दर पर sale price @ 5000 रुपये sqft. है तो Project Sale Valuation लगभग 65.34 करोड़ रुपये होगा जो Sale Price Discovery है। अर्थात् जिला परिषद् को भूमि के 60 वर्षीय लीज के लिए 50 प्रतिशत realisation की दर से 32.67 करोड़ रुपये मिलने चाहिए। परन्तु नीलामी का रिजर्व जमा 20 करोड़ रुपये से शुरू होगा एवं इसी पर वास्तविक नीलामी पर जिला परिषद् को मिलने वाली राशि आधारित होगी, जिसे Sale Price Discovery के आधार पर प्राप्त राशि के आस-पास होनी चाहिए। स्पष्ट किया जाता है कि Expected Sale Price Discovery मात्र सांकेतिक मूल्य है, वास्तविक मूल्य नीलामी की राशि पर होगा जो न्यूनतम नीलामी रिजर्व जमा से कम नहीं होगा।

9.4 व्यावसायिक एवं दीर्घकालीन व्यावसायिक लीज में भूमि पर बनने वाले भवन के नक्शा को स्वीकृत करने वाले स्थानीय प्राधिकार (नगर/ग्रामीण) के अनुमोदित नक्शे पर मुख्य कार्यपालक पदाधिकारी द्वारा प्रतिहस्ताक्षर करने के बाद ही भवन निर्माण कराया जायेगा एवं प्रतिहस्ताक्षरित नक्शे की एक प्रति जिला परिषद् कार्यालय में सुरक्षित रखी जायेगी।

9.5 दीर्घकालीन व्यावसायिक लीज में भवन के अंश में आवासीय फ्लैट बनाना अनुमान्य होगा। इस प्रकार की लीज में भवन के निविदादाता द्वारा अधिकतम अवधि तक के लिए भवन को उप-पट्टा (sub-lease) करना भी अनुमान्य होगा, बशर्ते sub-lease की एक प्रति जिला परिषद् कार्यालय में sub-lease की रजिस्ट्री के 7 दिनों के अंदर समर्पित की जाय।

9.6 बिहार औद्योगिक क्षेत्र विकास प्राधिकरण (BIADA) द्वारा प्लॉट गिरवी रखने हेतु निर्धारित शर्तों के अनुरूप दीर्घकालीन व्यावसायिक लीज अंतर्गत बैंक एवं वित्तीय संस्थानों को जिला परिषद् की जमीन गिरवी रखना अनुमान्य होगा, बशर्ते कि गिरवी डीड की एक प्रति जिला परिषद् कार्यालय में गिरवी डीड के कार्यान्वयन के सात दिनों के अंदर समर्पित की जाय।

10. लीज शर्तों का उल्लंघन :-

- 10.1 लीज अवधि के दौरान निर्धारित समय पर लगान भुगतान नहीं करने वाले लीजधारियों से 18 प्रतिशत सूद पर बकाया लगान लिया जायेगा। फिर भी यदि लीज अवधि के दौरान लगातार तीन महीने तक लीजधारी द्वारा लगान भुगतान नहीं किया जाता है तो ये अवैध कब्जाधारी माने जाएंगे।
- 10.2 यदि लीजधारी ने लीज शर्त के प्रतिकूल लीज के प्रयोजन में परिवर्तन किया हो, नवीकरण नहीं कराया हो, किराया का भुगतान नहीं किया हो, तो उन्हें उस भूमि से बेदखल (Eviction) करने की कार्रवाई की जायेगी। बेदखली के पश्चात् ऐसे लीजधारी को, जब तक वो बकाया किराया का भुगतान प्रचलित बैंक दर से 2 प्रतिशत अधिक सूद सहित नहीं करते हैं, तब तक के लिए काली सूची में डाल दिया जायेगा।
- 10.3 लीज में परिनिर्धारित नुकसान (liquidated damages) की राशि की वसूली मुख्य कार्यपालक पदाधिकारी (Lessor) द्वारा प्रचलित मूल्य/दर (SOR) पर की जायेगी।
- 10.4 (क) मूल लीजधारी द्वारा लीज अवधि के दौरान अथवा उसके बाद लीज भूमि का बिना अनुमति अन्तरण कर दिया गया हो तो वैसे अन्तरिती अवैध अन्तरिती माने जाएंगे तथा उन्हें फ्रेश लीज का कोई ऑफर नहीं दिया जायेगा।
(ख) अवैध अन्तरिती मूल लेसी को भुगतान की गयी विक्रय राशि की वापसी के लिए जिला परिषद् से कोई दावा नहीं कर सकेंगे।

11. भूमि का मूल्यांकन :-

मुख्य कार्यपालक पदाधिकारी पट्टे पर दी जाने वाली भूमि के अद्यतन बाजार मूल्य के आकलन तथा निर्धारण के लिए निम्नांकित कसौटी अपनायेंगे – जहां भूमि अवस्थित हो वहां केवाला दस्तावेजों के निबंधन के लिए भारतीय मुद्रांक अधिनियम, 1899 में उपबधित न्यूनतम भूमि मूल्य (MVR)।

12. लीज पर बंदोबस्त भूमि का पुनर्ग्रहण तथा पुनर्ग्रहित भूमि का दखल-कब्जा प्राप्त करना।

12.1 लीज रद्द कर भूमि के पुनर्ग्रहण की प्रक्रिया :- यदि यह पाया जाता है कि किसी लीजधारी द्वारा लीज शर्तों का उल्लंघन किया गया है तो मुख्य कार्यपालक पदाधिकारी लीज रद्द कर भूमि का पुनर्ग्रहण कर सकेगा, परन्तु लीज रद्द करने के पूर्व लीजधारी को एक कारण बताओ नोटिस प्रपत्र-3 में जारी किया जायेगा। कारण बताओ नोटिस में उन कारणों का उल्लेख रहेगा जिसके आधार पर लीज रद्द करना प्रस्तावित है। नोटिस निर्गत किये जाने की तिथि से अधिकतम सात दिनों के अंदर लीजधारक के लिए कारण पृच्छा प्रस्तुत करना आवश्यक होगा और अगर लीजधारी स्वयं उपस्थित होकर अपना पक्ष रखना चाहता है तो मुख्य कार्यपालक पदाधिकारी द्वारा इस हेतु उसे अवसर प्रदान किया जायेगा। नोटिस व्यवहार प्रक्रिया संहिता (CPC) के प्रावधानों के अनुरूप यथासंभव व्यक्तिगत रूप से या संबंधित भवन या भूमि के किसी सहजदृश्य हिस्से में चिपका कर दी जायेगी। अगर मुख्य कार्यपालक पदाधिकारी को यह समाधान हो जाता है कि लीजधारक का स्पष्टीकरण स्वीकार करने योग्य नहीं है तो लीजधारक को एक माह के अंदर उसका दखल-कब्जा सौंपने के लिए प्रपत्र-4 में नोटिस दिया जायेगा। तत्पश्चात् एक मुखर आदेश (speaking order) के माध्यम से इसका निस्तार किया जायेगा।

12.2 लीज भूमि पर से अवैध लीजधारकों/ कब्जाधारकों के निष्कासन हेतु प्रक्रिया :- नोटिस प्राप्त होने पर निर्धारित समय-सीमा के अंदर यदि लीजधारी/ कब्जाधारी द्वारा प्रश्नगत भूमि का दखल-कब्जा नहीं सौंपा जाता है तो उन्हें निष्कासित कर भवन एवं अन्य संरचना सहित प्रश्नगत भूमि को बिना मुआवजा दिये जिला परिषद् के दखल-कब्जा में ले लिया जायेगा। इस उद्देश्य से वह ऐसे बल का भी प्रयोग कर सकेगा जो आवश्यक हो। तदुपरांत प्राप्त भूमि को जिला परिषद् अपने दखल-कब्जा एवं उपयोग में रखेगी अथवा नीलामी द्वारा भूमि की 30 वर्षीय फ्रेश लीज करेगी।

अगर राज्य सरकार द्वारा भविष्य में कानून बनाकर सरकारी/सार्वजनिक परिसरों से अवैध कब्जाधारियों के निष्कासन से संबंधित कोई प्रक्रिया निर्धारित की जाती है, तो जिला परिषद् लीज नीति में भी तदनुसार आवश्यक प्रावधान कर दिया जायेगा।

13. अवैध खातों का रद्दीकरण :-

वैसे मामले जिनमें लीजधारी/उनके वैधिक उत्तराधिकारी/अवैध कब्जाधारी द्वारा विगत कैडस्ट्रल/म्यूनिसिपल/रिविजनल सर्वे में जिला परिषद् की भूमि का अपने नाम से खाता खुलवा लिया गया है, उन मामलों में विधि की प्रक्रिया के तहत लीज भूमि का खाता रद्द करने की कार्रवाई की जायेगी।

13.1 खाता खोलने वाले कर्मियों के विरुद्ध भी कार्रवाई की जायेगी।

14. लीजकर्ता (जिला परिषद्) एवं लीजधारी के बीच लीज एकरारनामा किया जायेगा तथा इसके साथ लीज की सभी शर्तों का प्रमुखता से उल्लेख रहेगा। बिहार पंचायत राज अधिनियम, 2006 की धारा 89 के आलोक में मुख्य कार्यपालक पदाधिकारी, जिला परिषद् या उनके द्वारा प्राधिकृत अपर मुख्य कार्यपालक पदाधिकारी, जिला परिषद् इन सभी लीज को कार्यान्वित करने तथा नीति का अनुपालन करने हेतु उत्तरदायी होंगे। लीज एकरारनामा का प्रपत्र समय-समय पर निर्धारित किया जायेगा।

15. पट्टाकर्ता (Lessor) एवं पट्टाधारी के बीच किसी तरह का विवाद उत्पन्न होने पर यथासंभव उसे आपसी सहमति से सुलझाने का प्रयास किया जायेगा तथा सहमति न बनने की स्थिति में 30 दिनों के अंदर मामला प्रमंडलीय आयुक्त को संदर्भित किया जायेगा। प्रमंडलीय आयुक्त का निर्णय अंतिम होगा।

16. इस लीज नीति के प्रभावी होने की तिथि के पूर्व जितने लीज एकरारनामों किये गये हैं, उनकी वैधता समाप्त होने के पश्चात् उनका नवीकरण नयी लीज नीति के प्रावधानों के अधीन ही किया जा सकेगा।

17. त्रिस्तरीय पंचायतों को संविधान की ग्यारहवीं अनुसूची में अंकित स्थानीय महत्व के 29 विषयों से संबंधित जनकल्याणकारी योजनाओं/परियोजनाओं यथा हॉस्पिटल, मेडिकल कॉलेज, इंजीनियरिंग कॉलेज, शैक्षणिक संस्थान, पशु एवं मत्स्य संसाधन संरचनाओं, गैर परंपरागत ऊर्जा स्रोतों (सौर ऊर्जा) के विकास से संबंधित लीज में सरकार की सहमति से लीज शर्तों में ढील/छूट दी जा सकेगी।

18. उपर्युक्त नीति के सुचारु रूप से क्रियान्वयन के प्रयोजन से पंचायती राज विभाग कठिनाईयों को दूर करने हेतु समय-समय पर विधिसंगत निदेश दे सकेगा।

मिहिर कुमार सिंह,
अपर मुख्य सचिव।

प्रपत्र-1 जिला परिषद् भवनों एवं उनकी भूमि का प्रतिवेदन

जिला परिषद् का नाम :-											दिनांक.....	
क्रमांक	कार्यालय भवन का नाम एवं स्थान	अंचल का नाम	मौजा	जमीन का कुल रकबा एवं भवन का क्षेत्रफल			जमीन जिला परिषद् के कब्जे में है या नहीं ?	जमीन की घेराबंदी है कि नहीं	जमीन की जमाबंदी खुली है या नहीं (जमाबंदी संख्या)	भौतिक निरीक्षणोपरांत क्या भवन जिला परिषद् कब्जे में है या अनाधिकृत कब्जा है। (किसका)	यदि ली है तो, लीज कब तक वैध है?	मकान से वाला मासिक किराया।
				खाता	खेसरा	रकबा						
1	2	3	4	5	6	7	8	9	10	11	12	13

*यथा जिला परिषद् कार्यालय, मधुबनी। जिला परिषद् निरीक्षण भवन, राजनगर। आर्युवैधिक चिकित्सालय, पंडौल।

उप विकास आयुक्त-सह-
मुख्य कार्यपालक पदाधिकारी, जिला परिषद्

प्रपत्र-2 जिला परिषद् के भू संपदा जमीन/परिसम्पत्ति की सूची।

जिला परिषद् का नाम :-				दिनांक.....								
क्रमांक	अंचल का नाम	राजस्व थाना का नं०	मौजा का नाम	जिला परिषद् की भूमि का विवरण				भूमि का वर्तमान	यदि अतिक्रमण हो तो उसका विवरण	चहरादेवारी की स्थिति	जमाबंदी संख्या एवं राजस्व रसीद संख्या	अभियुक्ति (विवादित हो तो उसकी विवरणी)
				खाता संख्या	खेसरा संख्या	रकबा	चौहद्दी					
1												
2												
3												
4												
5												

उप विकास आयुक्त-सह-
मुख्य कार्यपालक पदाधिकारी, जिला परिषद्

FORM-3

**THE OFFICE OF THE CHIEF EXECUTIVE, OFFICER, ZILA
PARISHAD _____, DISTRICT- _____ (BIHAR)
SHOW CAUSE NOTICE AGAINST LESSEE UNDER THE PROVISIONS OF BIHAR ZILA
PARISHAD REAL ESTATE LEASE POLICY, 2024**

To,
(Name of Lessee)
(Full Address)
(Mobile No.; Email ID)

SUBJECT – SHOW CAUSE NOTICE.

Ref – Bihar Zila Parishad Real Estate Lease Policy, 2024; Lease Agreement dated _____
between _____ (Lessor name) and _____ (Lessee name).
Shri/Smt,

You are hereby required to show cause under the provisions of Bihar Zila Parishad Real Estate Lease Policy, 2024 and Lease Agreement dated _____ as to why Lease Agreement aforesaid should not be terminated and you should not be evicted out of the Premises given to you by virtue of the said Lease Agreement.

Whereas, it has been noticed that your actions are in violation of the terms and conditions down under the Bihar Zila Parishad Real Estate Lease Policy, 2024 and the Lease agreement dated _____. The said actions are stated here under : -

- 1.
- 2.
- 3.

You are, therefore, called upon to submit your written statement/ reply in your defense to the undersigned within a period of 7 (seven) days from the date of receipt of this Notice. Your written statement/ reply should also indicate whether you desire to be heard in person and inform the undersigned within the period specified above.

In the event of failure to furnish such written statement/ reply within stipulated time, it shall be deemed that you admit to violation of the terms and conditions of the agreement and Policy, 2024 and you shall be liable to be dealt accordingly.

Place-

Date-

_____ (Sign and Seal) _____
Chief Executive Officer
_____ Zila Parishad
District - _____, (Bihar)

FORM-4**THE OFFICE OF THE CHIEF EXECUTIVE, OFFICER, ZILA****PARISHAD _____, DISTRICT- _____ (BIHAR)****NOTICE FOR EVICTION AGAINST LESSEE UNDER THE PROVISIONS OF BIHAR ZILA PARISHAD REAL ESTATE LEASE POLICY, 2024**

To,

(Name of Lessee)

(Full Address)

(Mobile No.; Email ID)

SUBJECT – NOTICE FOR VACATING THE PREMISES.

Ref – Bihar Zila Parishad Real Estate Lease Policy, 2024; Lease Agreement dated
 between _____ (Lessor name) and
 _____ (Lessee name); Show Cause Notice date. _____

Shri/Smt, _____

You are hereby notified under the terms and conditions of the Bihar Zila Parishad Real Estate Lease Policy, 2024 along with Lease agreement dated _____, under which you hold the possession of the premises located at _____ (full address) to vacate the premises given to you on lease. As you already know that the Lease agreement has already expired/terminated on ____ (date) and as such you are required to vacate the premises along with all your belongings but as you are still in possession of the said premises due to which I am not able to take the said premises under my control.

You are therefore hereby notified and instructed to kindly vacate the premises **within a period of 1 (one) month** from the date of receipt of this Notice. In the event of failure to vacate the Premises, I shall be compelled to take appropriate actions as per the Policy, 2024.

The interest free security amount (if any) deposited with the Lessor shall be refunded to the Lessee after making suitable deductions and you shall not have any right to claim any amendments in the said deductions in any manner whatsoever.

A copy of this Eviction Notice is kept in my office for future reference.

Place-

Date-

_____ (Sign and Seal) _____
Chief Executive Officer
 _____ Zila Parishad
 District - _____, (Bihar)

MODEL AGREEMENT FOR LEASE : LONG-TERM COMMERCIAL PURPOSE

THIS AGREEMENT OF LEASE made and entered into at **(NAME OF CITY/TOWN)** this **(DATE)** day of **(MONTH)** in the Calendar Year **(YEAR)** **BETWEEN THE CHIEF EXECUTIVE OFFICER,** for and on behalf of Zila Parishad _____, having its Office at _____, P.O. _____, P.S. _____, District - _____, Bihar, (hereinafter referred to as the **"LESSOR"** which term shall include his successors in office, administrators and assigns) of the **ONE PART AND** Shri/Smt. _____, S/o,W/o,D/o _____, R/o _____, P.O. _____, P.S. _____, District - _____, Bihar (hereinafter referred to as the **"LESSEE"** which term shall include his heirs, successors, administrators and executors) of the **OTHER PART.**

In case of Companies/ Associations/ Unions:

M/s _____, having its registered office at _____, P.O. - _____, P.S. - _____, District - _____ (State) through its authorised representative Shri/Smt. _____, S/o,W/o,D/o _____, R/o _____, P.O. _____, P.S. _____, District - _____ (State) (hereinafter referred to as the **"LESSEE"** which term shall include his heirs, successors, administrators and executors) of the **OTHER PART.**

WHEREAS:

- A] The Lessee has applied through open tender for permission to occupy on lease for the purpose (Kindly state the object of tenancy along with the description of land and premises specified in first schedule hereunder written) (hereinafter referred to as **"Premises"**) and has paid a sum of Rs. _____ (In figures) _____ (In words) as Lease Rent.
- B] In the circumstances aforesaid, the Lessor has agreed to grant permission to the Lessee to use and occupy the said Premises for a period of _____ (years) from the date hereof for **commercial purposes** of the Lessee, on the terms and conditions hereinafter contained and on the part of the Lessee to be paid, observed and performed.
- C] The parties hereto are now desirous of recording the terms and conditions on which the Lessor has given permission to the Lessee to use and occupy the said Premises which they hereby do as appearing hereinafter.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Lessor hereby grants permission to the Lessee to use and occupy the Commercial premises consisting of _____, admeasuring in aggregate _____ sq.ft situated at _____, P.O. _____, P.S. _____, District - _____, Bihar for a period of _____ **years** commencing from the _____ day of _____, **20** and ending on the _____ day of _____, **20** , for the commercial purposes of the Lessee. Upon expiry of the said period herein stated, this Agreement may be renewed, at the option of the Lessor, for such further period and on such terms and conditions as per the Bihar Zila Parishad Real Estate Lease Policy, 2024.
2. The Lessor represents and warrants that the Lessor has the legal, valid and

marketable title to the Leased Premises and has the power and full authority to enter into this Agreement and grant this Lease for the period herein mentioned.

3.
 - a) The Lessee, for the permission to use and occupy the Leased Premises hereby granted to it, shall pay to the Lessor a sum of **Rs. _____ (Rupees _____)**, equivalent to first 5 years of Lease Period as Lease Rent at the time of execution of this agreement.
 - b) The Lessee shall pay a sum of **Rs _____ (Rupees _____)**, as interest free security deposit to the Lessor which shall be refundable only after the expiry of this Agreement after making suitable deductions thereof.
 - c) After completion of the 1st year of Lease period, the increment on Lease Rent shall be done at the rate of 5% per annum till the expiry of the Lease Period.
 - d) The Lessee agrees that at the expiry of first 5 years of Lease period, he shall pay the accumulative Lease Rent for the next 5 years within 3 months of the expiry of the initial 5 year's period.
 - e) In the event of delay in payment of the said Lease Rent, the Lessee shall be liable to pay interest on the amount of the said Lease Rent at the rate of 2% above the existing Bank rate per annum for the next 3 months together with the amount of the said Lease Rent and after the expiry of said 3 months, the Lessor shall proceed to terminate the Lease agreement after giving show cause notice to the Lessee under the provisions of the Bihar Zila Parishad Real Estate Lease Policy, 2024.
 - f) The lease rent payment due and/or interest and/or Liquidated Damages on the part of Lessee shall be deemed to be "Public Demand" under Bihar and Orissa Public Demand Recovery Act, 1914 and for recovery of such amount, the Chief Executive Officer shall be free to file Certificate Case under the provisions of the said Act or other legal actions as per law.
 - g) In the event the Lessee has transferred the Leased premises or sub let it without consent from the Lessor either during or after the lease period, such transfer shall be deemed illegal. Such Lessee shall not be offered any fresh Lease. The Lessor shall not be liable to return or make payment of the sale amount/value in case of illegal transfer of premises as stated above.
4. In the event that the Lessor needs the premises for its own use or for any public purpose, the Lease may be terminated at the end of the Lease Period and in that case the option to exercise renewal of lease shall not be applicable.
5. The Lessee may build, in a part thereof, apartments/ flats which may be used for residential purposes. The Lessee may put the said apartments/ flats on sub-lease not exceeding the time period of this agreement provided that the Lessee shall submit a copy of such sub-lease agreement in the Office of Lessor within 7 days from the date of its Registry.
6. The Lessee agrees that he shall not make any structural additions, variations, alterations or modifications of any kind whatsoever in the Premises or any

- part thereof, without getting the sanctioned Map (Naksha) counter signed by the Chief Executive Officer of the Zila Parishad. The Lessee further agrees to furnish a copy of such sanctioned and counter signed Map (Naksha) to the Lessor which shall be kept in the Office of Zila Parishad.
7. The Lessee shall pay the charges for the use of electricity, water, gas, broadband and all other utilities in the Premises on actuals, within the due date of the bills for the same and a copy of the said bills duly paid and receipt will be submitted to the Lessor, at conclusion of the Agreement. In case of non payment of such bills, the Lessee shall be deemed to have violated the terms of the agreement.
 8. The Lessee shall, in the use of the Premises, not create any nuisance or annoyance to the Lessor or neighbours or to the occupants of the neighbouring premises.
 9. The goods, articles and things pertaining to the Lessee and kept by the Lessee in the Premises shall remain at the sole risk of the Lessee and the Lessor shall not be liable for any loss or damage thereof for any reason whatsoever.
 10. The Lessee shall take good care of the Leased Premises and use the same in a reasonable and prudent manner. The Lessee shall make good all losses and damages caused to the Premises, on account of any acts attributable to the Lessee.
 11. The Lessee hereby agrees to use the Premises as per the provisions of this agreement along with the rules and regulations of the Bihar Zila Parishad Real Estate Lease Policy, 2024 and as per the law of the land and shall not make any immoral or illegal use of the Premises. The Lessee shall take all necessary permissions, sanctions and approvals from concerned authorities, as may be required, for the purpose of running the said Commercial activity from the Premises.
 12. a. The Lessor may renew this Lease Agreement in favour of Lessee only if the Lessee has paid the lease amount within the prescribed time without any delay and has not violated any conditions of the agreement provided that such renewal shall not exceed a total period of 60 years (including the period of initial agreement). Notwithstanding anything contained in this agreement, in case the Lessor needs the said premises for its own or public use, then such option of renewal shall not be available to the Lessee.
b. In the event the Lease agreement has not been renewed in favour of the present Lessee, then any and every structure erected/built over the said premises shall be taken over by the Lessor and the Lessee shall not be entitled to any compensation for such structures by the Lessor. However, the said Lessee shall be entitled to remove the movable property kept inside the Premises.
 13. In case of establishment of Petrol Pump, the Lessor shall enter into an Agreement for a period of 30 years along with an option of renewal in favour of Lessee.
 14. The Lessee can mortgage the premises or any part thereof to any Bank/ Financial Institution only after giving written application and obtaining due

- permission from the Lessor. The permission for Mortgage of the premises can only be granted after execution of the Lease Deed and provided that the deed is not cancelled or the time limit of such deed has not expired.
15. In case of mortgaging the premises, the Lessor will have first charge and the Lessee will make the due payments regularly from time to time to the Lessor and other authorities as per the provisions of the policy and the Agreement.
 16. The Bank/ financial institution which mortgages the premises or any part thereof shall obtain a “No Objection Certificate” (NOC) from the Lessor.
 17. The period of mortgage of premises and repayment of loan shall not be longer than the duration of lease period. In case of default of payment of loan by the Lessee, the Bank/ financial institution may apply through written application to the Lessor to take over the land as new Lessee for the rest of the period of Lease and in such case, the Bank/ financial institution shall have the right to sub-let the premises subject to obtaining consent from the Lessor. However, such consent shall not transfer any ownership rights upon the Bank/ financial institution or the sub-lessee with the respect to the premises.
 18. In case of mortgaging of premises, the Bank/ financial institution shall, after the expiry of the lease period, hand over the possession of the premises in the same condition to the Lessor as it was transferred to the original Lessee. However, the Bank/ financial institution may apply to the Lessor to extend the period of Lease and final decision shall be taken by the Lessor which shall be binding.
 19. The Lessor shall have and shall always be deemed to have general control and juridical possession of the Premises and the Lessee shall permit the Lessor or any person authorized by him on receipt of clear 24hour notice in writing to enter upon the Premises in order to view, survey and examine the state and condition of the Premises. However, notwithstanding anything contained in this agreement, the Lessor or its authorised agent shall have the right to conduct surprise inspection over the said Premises with or without the presence of Lessee.
 20. It is hereby agreed by and between the parties hereto that upon termination of the lease period herein stated, either by efflux of time or on earlier determination thereof, the Lessee shall forthwith from such termination remove itself and/or any one claiming through or under it and deliver over to the Lessor vacant physical and peaceful possession of the Premises in the same condition as delivered to the Lessee.
 21. The Lessor shall observe all the terms and conditions, agreements, covenants and provisions as owners of the Premises and shall, during the lease period, ensure the payment of all existing maintenance charges, utility charges, rates, taxes, cesses, assessments, property tax, ground rent and all other amounts thereof by the Lessee, payable to any authorities of the Leased Premises failing

which the Lessor shall have 2% above the existing Bank rate as penal interest from the Lessee.

22. In the event of any default or breach committed by the Lessee in respect of any of the terms and conditions of this Agreement and/or persistent default in payment of the Lease Rent, the Lessor shall proceed with the procedure as stated in this Agreement read with the provisions laid down under the Bihar Zila Parishad Real Estate Lease Policy, 2024.
23. It is hereby further agreed and declared by the parties hereto that by this Agreement, the Lessor does not intend to make any transfer of the Leased Premises in favour of the Lessee and the Premises will be in occupation of the Lessee only on the basis of Lease hereby granted by the Lessor. The Lessee shall not claim any right, title or interest in the Leased Premises. The Lessee hereby agrees that the Lease hereby granted simply gives permission to the Lessee to use and occupy the Leased Premises on Lease basis for its commercial purposes without creating any right, title or interest in the Leased Premises in their favour.
24. In the event of the Lessee making use of the Leased Premises for any other purpose than for its bonafide commercial purposes and/or non-compliance or breach of any mandatory sanctions, permissions and approvals granted by appropriate authorities for running the said commercial activity and the same resulting in any civil and/or criminal action, the Lessee shall keep the Lessor fully indemnified of from and against all consequences as may arise therefrom including of from and against all costs, charges and expenses as may be incurred by the Lessor in prosecuting or defending any proceedings as may be instituted or become necessary including costs, charges and expenses of such proceedings including costs of Attorneys.
25. In the event the Lessee has acted in contravention to the terms and conditions of the agreement and/or not renewed the lease agreement and/or not paid of the Lease Rent for consecutive three months, then such Lessee shall be treated as illegal occupant and Lessor shall initiate the proceedings of eviction after giving show cause notice (**Form-3**) to the Lessee as per the procedure laid down under the Bihar Zila Parishad Real Estate Lease Policy, 2024. In case the reply given by the Lessee is not up to the satisfaction to the Lessor, then the Lessor shall, give Eviction Notice (**Form-4**) to the Lessee.
26. After the eviction of the Lessee, the Lessor shall blacklist the Lessee until the Lessee does not pay the due amount of Lease along with interest at the rate of 2% above the existing Bank rate per annum to the Lessor.
27. All letters, receipts, notices or communications issued by the Lessor or the Lessee and dispatched under Registered Post with Acknowledgement due or by Hand Delivery to the address of the Lessor/the Lessee on the record will be sufficient proof of dispatch thereof and shall be an effectual discharge of receipt thereof on the part of the Lessor/the Lessee upon production of receipt thereof.
28. No alterations in and/or additions to and/or omissions from the provisions of this Agreement shall be made except in writing and signed by the Lessor and

- the Lessee. If any alterations, additions or omissions are not made in writing, the same shall be void and not binding upon the Lessor and/or the Lessee.
29. All disputes arising out of this Agreement shall be settled between the parties amicably and in case of failure to reach an amicable settlement, the matter may be referred to the Divisional Commissioner having jurisdiction within 30 days from the date of failure to reach such settlement and his decision shall be final and binding upon the parties.
30. The Bihar Zila Parishad Real Estate Lease Policy, 2024 forms an integral part of this Lease Agreement and the conditions of this agreement should be read along with the terms and conditions laid down under the said Policy. The Lessee, upon entering this agreement, agrees and confirms that he has read and agreed to the terms and conditions laid down under the the said Policy, 2024 and is willing to abide by conditions laid down in this Agreement as well as the Policy, 2024.
31. This Agreement along with the rules, regulations and conditions laid down in the Bihar Zila Parishad Real Estate Lease Policy, 2024 constitutes the entire understanding between the Lessor and the Lessee and there are no promises or assurances, express or implied, written or verbal, other than those contained in this Agreement and in the said Policy.
32. The stamp duty, registration charges, all other miscellaneous charges payable on this Agreement shall be borne by the Lessee only.
33. This Agreement is executed in one original and one duplicate. The Lessor shall retain the original of this Agreement and the Lessee shall retain the duplicate thereof.

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands and seals to one original and one duplicate of this Agreement on the day, month and year hereinabove mentioned.

SCHEDULE-I

THE SCHEDULE HEREINABOVE REFERRED TO:

(Description of Leased Premises)

(FULL DESCRIPTION OF LAND/ PREMISES/ PROPERTY TO BE STATED HEREIN)

Details of Premises

Ward No –

Property No -

Circle No –

Holding No –

Other details –

Chauhaddi of Premises

North –

South –

East –

West –

SIGNED AND DELIVERED

by the within named “**Lessor**”

(NAME OF LESSOR) for and

on behalf of Zila Parishad _____

in the presence of:

SIGNED SEALED AND DELIVERED-

by the within named “**Lessee**”

(NAME OF LESSEE)

in the presence of:

-

-

-

-

-

-

-

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MODEL AGREEMENT FOR LEASE : COMMERCIAL PURPOSE

THIS AGREEMENT OF LEASE made and entered into at (NAME OF CITY/TOWN) this (DATE) day of (MONTH) in the Calendar Year (YEAR) **BETWEEN THE CHIEF EXECUTIVE OFFICER**, for and on behalf of Zila Parishad _____, having its Office at _____, P.O. _____, P.S. _____, District - _____, Bihar, (hereinafter referred to as the **"LESSOR"** which term shall include his successors in office, administrators and assigns) of the **ONE PART AND** Shri/Smt. _____, S/o, W/o, D/o _____, R/o _____, P.O. _____, P.S. _____, District - _____, Bihar (hereinafter referred to as the **"LESSEE"** which term shall include his heirs, successors, administrators and executors) of the **OTHER PART.**

In case of Companies/ Associations/ Unions:

M/s _____, having its registered office at _____, P.O. _____, P.S. _____, District - _____ (State) through its authorised representative Shri/Smt. _____, S/o, W/o, D/o _____, R/o _____, P.O. _____, P.S. _____, District - _____ (State) (hereinafter referred to as the **"LESSEE"** which term shall include his heirs, successors, administrators and executors) of the **OTHER PART.**

WHEREAS:

- A] The Lessee has applied through open tender for permission to occupy on lease for the purpose (Kindly state the object of tenancy along with the description of land and premises specified in first schedule hereunder written) (hereinafter referred to as **"Premises"**) and has paid a sum of Rs. _____ (In figures) _____ (In words) as Lease Rent.
- B] In the circumstances aforesaid, the Lessor has agreed to grant permission to the Lessee to use and occupy the said Premises for a period of _____ (years) from the date hereof for **commercial purposes** of the Lessee, on the terms and conditions hereinafter contained and on the part of the Lessee to be paid, observed and performed.
- C] The parties hereto are now desirous of recording the terms and conditions on which the Lessor has given permission to the Lessee to use and occupy the said Premises which they hereby do as appearing hereinafter.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Lessor hereby grants permission to the Lessee to use and occupy the Commercial premises consisting of _____, admeasuring in aggregate _____ sq.ft situated at _____, P.O. _____, P.S. _____, District - _____, Bihar for a period of _____ **years** commencing from the _____ day of _____, **20** and ending on the _____ day of _____, **20** _____, for the commercial purposes of the Lessee. Upon expiry of the said period herein stated, this Agreement may be renewed, at the option of the Lessor, for such further period and on such terms and conditions as hereinafter contained in this Lease Agreement.

2. The Lessor represents and warrants that the Lessor has the legal, valid and marketable title to the Leased Premises and has the power and full authority to enter into this Agreement and grant this Lease for the period herein mentioned.
3. a) The Lessee, for the permission to use and occupy the Leased Premises hereby granted to it, shall pay to the Lessor a sum of **Rs. _____ (Rupees _____)**, equivalent to first 5 years of Lease Period as Lease Rent at the time of execution of this agreement.
- b) The Lessee shall pay a sum of **Rs _____ (Rupees _____)**, as interest free security deposit to the Lessor which shall be refundable only after the expiry of this Agreement after making suitable deductions thereof.
- c) After completion of the 1st year of Lease period, the increment on Lease Rent shall be done at the rate of 5% per annum till the expiry of the Lease Period.
- d) The Lessee agrees that at the expiry of first 5 years of Lease period, he shall pay the accumulative Lease Rent for the next 5 years within 3 months of the expiry of the initial 5 year's period.
- e) In the event of delay in payment of the said Lease Rent, the Lessee shall be liable to pay interest on the amount of the said Lease Rent at the rate of 2% above the existing Bank rate per annum for the next 3 months together with the amount of the said Lease Rent and after the expiry of said 3 months, together with the amount of the said Lease Rent and after the expiry of said 3 months, the Lessor shall proceed to terminate the Lease agreement after giving show cause notice to the Lessee.
- f) The lease rent payment due and/or interest and/or Liquidated Damages on the part of Lessee shall be deemed to be "Public Demand" under Bihar and Orissa Public Demand Recovery Act, 1914 and for recovery of such amount, the Chief Executive Officer shall be free to file Certificate Case under the provisions of the said Act or other legal actions as per law.
- g) In the event the Lessee has transferred the Leased premises or sub let it without consent from the Lessor either during or after the lease period, such transfer shall be deemed illegal. Such Lessee shall not be offered any fresh Lease. The Lessor shall not be liable to return or make payment of the sale amount/value in case of illegal transfer of premises as stated above.
4. In the event that the Lessor needs the premises for its own use or for any public purpose, the Lease may be terminated at the end of the Lease Period and in that case the option to exercise renewal of lease shall not be applicable.
5. The Lessee shall pay the charges for the use of electricity, water, gas, broadband and all other utilities in the Premises on actuals, within the

due date of the bills for the same and a copy of the said bills duly paid and receipt will be submitted to the Lessor, at conclusion of the Agreement. In case of non payment of such bills, the Lessee shall be deemed to have violated the terms of the agreement.

6. The Lessee shall, in the use of the Premises, not create any nuisance or annoyance to the Lessor or neighbours or to the occupants of the neighbouring premises.
7. The goods, articles and things pertaining to the Lessee and kept by the Lessee in the Premises shall remain at the sole risk of the Lessee and the Lessor shall not be liable for any loss or damage thereof for any reason whatsoever.
8. The Lessee shall take good care of the Leased Premises and use the same in a reasonable and prudent manner. The Lessee shall make good all losses and damages caused to the Premises, on account of any acts attributable to the Lessee.
9. The Lessee hereby agrees to use the Premises as per the provisions of this agreement and as per the law of the land and shall not make any immoral or illegal use of the Premises. The Lessee shall take all necessary permissions, sanctions and approvals from concerned authorities, as may be required, for the purpose of running the said Commercial activity from the Premises.
10. The Lessee agrees that he shall not make any structural additions, variations, alterations or modifications of any kind whatsoever in the Premises or any part thereof, without getting the sanctioned Map (Naksha) counter signed by the Chief Executive Officer of the Zila Parishad. The Lessee further agrees to furnish a copy of such sanctioned and counter signed Map (Naksha) to the Lessor which shall be kept in the Office of Zila Parishad.
11.
 - a. The Lessor may renew this Lease Agreement in favour of Lessee only if the Lessee has paid the lease amount within the prescribed time without any delay and has not violated any conditions of the agreement provided that such renewal shall not exceed a total period of 60 years (including the period of initial agreement). Notwithstanding anything contained in this agreement, in case the Lessor needs the said premises for its own or public use, then such option of renewal shall not be available to the Lessee.
 - b. In the event the Lease agreement has not been renewed in favour of the present Lessee, then any and every structure erected/built over the said premises shall be taken over by the Lessor and the Lessee shall not be entitled to any compensation for such structures by the Lessor. However, the said Lessee shall be entitled to remove the movable property kept inside the Premises.
12. In case of establishment of Petrol Pump, the Lessor shall enter into an Agreement for a period of 30 years along with an option of renewal in favour of Lessee.

13. The Lessee can mortgage the premises or any part thereof to any Bank/ Financial Institution only after giving written application and obtaining due permission from the Lessor. The permission for Mortgage of the premises can only be granted after execution of the Lease Deed and provided that the deed is not cancelled or the time limit of such deed has not expired.
14. In case of mortgaging the premises, the Lessor will have first charge and the Lessee will make the due payments regularly from time to time to the Lessor and other authorities as per the provisions of the agreement.
15. The Bank/ financial institution which mortgages the premises or any part thereof shall obtain a "No Objection Certificate" (NOC) from the Lessor.
16. The period of mortgage of premises and repayment of loan shall not be longer than the duration of lease period. In case of default of payment of loan by the Lessee, the Bank/ financial institution may apply through written application to the Lessor to take over the land as new Lessee for the rest of the period of Lease and in such case, the Bank/ financial institution shall have the right to sub-let the premises subject to obtaining consent from the Lessor. However, such consent shall not transfer any ownership rights upon the Bank/ financial institution or the sub-lessee with the respect to the premises.
17. In case of mortgaging of premises, the Bank/ financial institution shall, after the expiry of the lease period, hand over the possession of the premises in the same condition to the Lessor as it was transferred to the original Lessee. However, the Bank/ financial institution may apply to the Lessor to extend the period of Lease and final decision shall be taken by the Lessor which shall be binding.
18. The Lessor shall have and shall always be deemed to have general control and juridical possession of the Premises and the Lessee shall permit the Lessor or any person authorized by him on receipt of clear 24hour notice in writing to enter upon the Premises in order to view, survey and examine the state and condition of the Premises. However, notwithstanding anything contained in this agreement, the Lessor or its authorised agent shall have the right to conduct surprise inspection over the said Premises with or without the presence of Lessee.
19. It is hereby agreed by and between the parties hereto that upon termination of the lease period herein stated, either by efflux of time or on earlier determination thereof, the Lessee shall forthwith from such termination remove itself and/or any one claiming through or under it and deliver over to the Lessor, vacant physical and peaceful possession of the Premises in the same condition as delivered to the Lessee.
20. The Lessor shall observe all the terms and conditions, agreements, covenants and provisions as owners of the Premises and shall, during

- the lease period, ensure the payment of all existing maintenance charges, utility charges, rates, taxes, cesses, assessments, property tax, ground rent and all other amounts thereof by the Lessee, payable to any authorities of the Leased Premises failing which the Lessor shall have the right to recover such payment of the aforesaid utility bills along with 2% above the existing Bank rate as penal interest from the Lessee.
21. In the event of any default or breach committed by the Lessee in respect of any of the terms and conditions of this Agreement and/or persistent default in payment of the Lease Rent, the Lessor shall proceed with the procedure as stated in this Agreement and other legal actions as per the law of the land.
22. It is hereby further agreed and declared by the parties hereto that by this Agreement, the Lessor does not intend to make any transfer of the Leased Premises in favour of the Lessee and the Premises will be in occupation of the Lessee only on the basis of Lease hereby granted by the Lessor. The Lessee shall not claim any right, title or interest in the Leased Premises. The Lessee hereby agrees that the Lease hereby granted simply gives permission to the Lessee to use and occupy the Leased Premises on Lease basis for its commercial purposes without creating any right, title or interest in the Leased Premises in their favour.
23. In the event of the Lessee making use of the Leased Premises for any other purpose than for its bonafide commercial purposes and/or non-compliance or breach of any mandatory sanctions, permissions and approvals granted by appropriate authorities for running the said commercial activity and the same resulting in any civil and/or criminal action, the Lessee shall keep the Lessor fully indemnified of from and against all consequences as may arise therefrom including of from and against all costs, charges and expenses as may be incurred by the Lessor in prosecuting or defending any proceedings as may be instituted or become necessary including costs, charges and expenses of such proceedings including costs of Attorneys.
24. In the event the Lessee has acted in contravention to the terms and conditions of the agreement and/or not renewed the lease agreement and/or not paid of the Lease Rent for consecutive three months, then such Lessee shall be treated as illegal occupant and Lessor shall initiate the proceedings of eviction after giving show cause notice **(Form-3)** to the Lessee as per the procedure laid down in this Lease Agreement and other legal actions as per the law of the land. In case the reply given by the Lessee is not up to the satisfaction to the Lessor, then the Lessor shall, give Eviction Notice **(Form-4)** to the Lessee.
25. After eviction of the Lessee, the Lessor shall blacklist the Lessee until the Lessee does not pay the due amount of Lease rent along with interest at the rate of 2% above the existing Bank rate per annum to the Lessor.
26. All letters, receipts, notices or communications issued by the Lessor or

the Lessee and dispatched under Registered Post with Acknowledgement due or by Hand Delivery to the address of the Lessor/ the Lessee on the record will be sufficient proof of dispatch thereof and shall be an effectual discharge of receipt thereof on the part of the Lessor/the Lessee upon production of receipt thereof.

27. No alterations in and/or additions to and/or omissions from the provisions of this Agreement shall be made except in writing and signed by the Lessor and the Lessee. If any alterations, additions or omissions are not made in writing, the same shall be void and not binding upon the Lessor and/or the Lessee.
28. All disputes arising out of this Agreement shall be settled between the parties amicably and in case of failure to reach an amicable settlement, the matter may be referred to the Divisional Commissioner having jurisdiction within 30 days from the date of failure to reach such settlement and his decision shall be final and binding upon the parties.
29. This Agreement constitutes the entire understanding between the Lessor and the Lessee and there are no promises or assurances, express or implied, written or verbal, other than those contained in this Agreement and in the said Policy.
30. The stamp duty, registration charges, all other miscellaneous charges payable on this Agreement shall be borne by the Lessee only.
31. This Agreement is executed in one original and one duplicate. The Lessor shall retain the original of this Agreement and the Lessee shall retain the duplicate thereof.

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands and seals to one original and one duplicate of this Agreement on the day, month and year hereinabove mentioned.

SCHEDULE-I

THE SCHEDULE HEREINABOVE REFERRED TO:

(Description of Leased Premises)

(FULL DESCRIPTION OF LAND/ PREMISES/ PROPERTY TO BE STATED HEREIN)

Details of Premises

Ward No –

Property No -

Circle No –

Holding No –

Other details –

Chauhaddi of Premises

North –

South –

East –

West –

SIGNED AND DELIVERED

by the within named “Lessor”

(NAME OF LESSOR) for and

on behalf of Zila Parishad _____

in the presence of:

SIGNED SEALED AND DELIVERED

by the within named “Lessee”

(NAME OF LESSEE)

in the presence of:

MODEL AGREEMENT FOR LEASE - AGRICULTURAL PURPOSE

THIS AGREEMENT OF LEASE made and entered into at **(NAME OF CITY/TOWN)** this **(DATE)** day of **(MONTH)** in the Calendar Year **(YEAR)** **BETWEEN THE CHIEF EXECUTIVE OFFICER,** for and on behalf of Zila Parishad _____, having its Office at _____ P.O. _____, P.S. _____, District - _____, Bihar, (hereinafter referred to as the **"LESSOR"** which term shall include his successors in office, administrators and assigns) of the **ONE PART AND** Shri/Smt. _____, S/o,W/o,D/o _____, R/o _____, P.O. _____, P.S. _____ District- _____, Bihar (hereinafter referred to as the **"LESSEE"** which term shall include his heirs, successors, administrators and executors) of the **OTHER PART.**

WHEREAS:

- A] The Lessee has applied through open tender for permission to occupy on lease for the purpose (Kindly state the object of tenancy along with the description of land and premises specified in first schedule hereunder written) (hereinafter referred to as **"Premises"**) and has paid a sum of Rs. _____ (in figures) _____ (in words) as Lease Rent.
- B] In the circumstances aforesaid, the Lessor has agreed to grant permission to the Lessee to use and occupy the said Premises for a period of _____ (years) from the date hereof for the **agricultural purposes** of the Lessee, on the terms and conditions hereinafter contained and on the part of the Lessee to be paid, observed and performed.
- C] The parties hereto are now desirous of recording the terms and conditions on which the Lessor has given permission to the Lessee to use and occupy the said Premises which they hereby do as appearing hereinafter.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Lessor hereby grants permission to the Lessee to use and occupy the Agricultural premises consisting of _____, admeasuring in aggregate _____ sq.ft situated at _____, P.O. _____, P.S. _____, District - _____, Bihar for a period of _____ **years** commencing from the _____ day of _____, **20** and ending on the _____ day of _____, **20** , for the agricultural purposes of the Lessee.
2. The Lessor represents and warrants that the Lessor has the legal, valid and marketable title to the Leased Premises and has the power and full

- authority to enter into this Agreement and grant this Lease for the period herein mentioned.
3.
 - a) The Lessee, for the permission to use and occupy the Leased Premises hereby granted to it, shall pay to the Lessor a sum of Rs. _____ (Rupees _____), per annum as Lease Rent. The said Lease Rent shall be payable, in advance, before the 30th Day of April each year.
 - b) In the event of delay in payment of the said Lease Rent, the Lessee shall be liable to pay interest on the amount of the said Lease Rent at the rate of 2% above the existing Bank rate per annum from the due date of payment till the 30th Day of June of such year, together with the amount of the said Lease Rent. Thereafter, the Lessee shall be deemed to be an illegal encroacher and shall be vacated after giving show cause notice under the provisions of the Bihar Zila Parishad Real Estate Lease Policy, 2024 and the Lessor shall take back the premises from the Lessee along with crops on the said Premises.
 - c) After the eviction of the Lessee, the Lessor shall blacklist the Lessee until the Lessee does not pay the due amount of Lease Rent along with interest at the rate of 2% above the existing Bank rate per annum to the Lessor.
 - d) The payment of Lease Rent due on the part of Lessee shall be deemed to be "Public Demand" under Bihar and Orissa Public Demand Recovery Act, 1914 and for recovery of such amount, the Chief Executive Officer shall be free to file Certificate Case under the provisions of the said Act or take other legal actions as per relevant law.
 - e) In the event the Lessee has transferred the Leased premises without consent from the Lessor either during or after the lease period, such transfer shall be deemed illegal. Such Lessee shall not be offered any fresh Lease. The Lessor shall not be liable to return or make payment of the sale amount/value in case of illegal transfer of premises as stated above.
 4. In case of urgent requirement of land for public purposes, the Lessor shall be entitled to terminate this Agreement by giving to the other party not less than Three (3) months notice in writing and in such an event, this Agreement shall stand terminated at the expiry of the said period of Three (3) months. However, efforts should be made as to not disturb the standing crop on the land. The Lessor shall award compensation equal to the value of the crop.
 5. The Lessee shall not be allowed to sub-let the premises to any person in any manner whatsoever. In the event of sub-letting, the Lessee shall be deemed to be illegal encroacher and the Lessor shall have the right to terminate the agreement and initiate the procedure for eviction after giving show cause notice as per the Bihar Zila Parishad Real Estate Lease Policy, 2024.

6. The Lessee shall pay the charges for the use of electricity, water, broadband and all other utilities in the Premises on actuals, within the due date of the bills for the same and a copy of the said bills duly paid and receipt will be submitted to the Lessor, on conclusion of the Agreement. In case of non payment of the said Utility bills, the Lessee shall be deemed to have committed violation of the terms of the Agreement.
7. The Lessee shall, in the use of the Premises, not create any nuisance or annoyance to the Lessor or neighbours or to the occupants of the neighbouring premises.
8. The goods, articles and things pertaining to the Lessee and kept by the Lessee in the Premises shall remain at the sole risk of the Lessee and the Lessor shall not be liable for any loss or damage thereof for any reason whatsoever.
9. The Lessee shall take good care of the Licensed Premises and use the same in a reasonable and prudent manner. The Lessee shall make good all losses and damages caused to the Premises, on account of any acts attributable to the Lessee.
10. The Lessee hereby agrees to use the Premises as per the conditions laid down in this agreement along with the rules and regulations of the Bihar Zila Parishad Real Estate Lease Policy, 2024 and as per the law of the land and shall not make any immoral or illegal use of the Premises. The Lessee shall take all necessary permissions, sanctions and approvals from concerned authorities, as may be required, for the purpose of running the said Agricultural activity from the Premises.
11. The Lessee agrees that it shall not make any structural additions, variations, alterations or modifications of any kind whatsoever in the Premises or any part thereof, without the prior written permission of the Lessor.
12. The Lessee can mortgage the premises or any part thereof to any Bank/ Financial Institution only after giving written application and obtaining due permission from the Lessor. The permission for Mortgage of the premises can only be granted after execution of the Lease Deed and provided that the deed is not cancelled or the time limit of such deed has not expired.
13. In case of mortgaging the premises, the Lessor will have first charge and the Lessee will make the due payments regularly from time to time to the Lessor and other authorities as per the provisions of the policy and the Agreement.
14. The Bank/ financial institution which mortgages the premises or any part thereof shall obtain a "No Objection Certificate" (NOC) from the Lessor.
15. The period of mortgage of premises and repayment of loan shall not be longer than the duration of lease period. In case of default of payment of loan by the Lessee, the Bank/ financial institution may apply through

written application to the Lessor to take over the land as new Lessee for the rest of the period of Lease and in such case, the Bank/ financial institution shall have the right to sub-let the premises subject to obtaining consent from the Lessor. However, such consent shall not transfer any ownership rights upon the Bank/ financial institution or the sub-lessee with the respect to the premises.

16. In case of mortgaging of premises, the Bank/ financial institution shall, after the expiry of the lease period, hand over the possession of the premises in the same condition to the Lessor as it was transferred to the original Lessee. However, the Bank/ financial institution may apply to the Lessor to extend the period of Lease and final decision shall be taken by the Lessor which shall be binding.
17. The Lessor shall have and shall always be deemed to have general control and juridical possession of the Premises and the Lessee shall permit the Lessor or any person authorized by him on receipt of clear 24 hour notice in writing to enter upon the Premises in order to view, survey and examine the state and condition of the Premises. However, notwithstanding anything contained in this agreement, the Lessor or its authorised agent shall have the right to conduct surprise inspection over the said Premises with or without the presence of Lessee.
18. It is hereby agreed by and between the parties hereto that upon termination of the lease period herein stated, either by efflux of time or on earlier determination thereof, the Lessee shall forthwith from such termination remove itself and/or any one claiming through or under it and deliver over to the Lessor, vacant physical and peaceful possession of the Premises in the same condition as delivered to the Lessee.
19.
 - a) The Lessor shall observe all the terms and conditions, agreements, covenants and provisions as owners of the Premises and shall, during the lease period, ensure the payment of all existing maintenance charges, rates, taxes, cesses, assessments and all other amounts thereof by the Lessee, payable to any authorities of the Leased Premises failing which the Lessor shall have the right to recover such payment of the aforesaid utility bills along with 2% above the existing Bank rate as penal interest from the Lessee.
 - b) The Lessee shall make payments as stated hereinabove except property tax and land rent which shall be payable by the Lessor.
20. In the event the Lessee has acted in contravention to the terms and conditions of the agreement, then such Lessee shall be treated as illegal occupant and Lessor shall initiate the proceedings of eviction after giving show cause notice **(Form-3)** to the Lessee according to the provisions of Bihar Zila Parishad Real Estate Lease Policy, 2024. In case the reply given by the Lessee is not up to the satisfaction to the Lessor, then the Lessor shall, give Eviction Notice **(Form-4)** to the Lessee.
21. In the event of any default or breach committed by the Lessee in respect of any of the terms and conditions of this Agreement and/or persistent

default in payment of the Lease Fee, the Lessor shall proceed with the procedure as stated in this Agreement read with the provisions laid down under the Bihar Zila Parishad Real Estate Lease Policy, 2024.

22. It is hereby further agreed and declared by the parties hereto that by this Agreement, the Lessor does not intend to make any transfer of the Leased Premises in favour of the Lessee and the Premises will be in occupation of the Lessee only on the basis of Lease hereby granted by the Lessor. The Lessee shall not have any right, title or interest in the Leased Premises. The Lessee hereby agrees that the Lease hereby granted simply gives permission to the Lessee to use and occupy the Leased Premises on Lease basis for its agricultural purposes without creating any right, title or interest in the Leased Premises in their favour.
23. In the event of the Lessee making use of the Leased Premises for any other purpose than for its bonafide agricultural purposes and/or non-compliance or breach of any mandatory sanctions, permissions and approvals granted by appropriate authorities for running the said agricultural activity and the same resulting in any civil and/or criminal action, the Lessee shall keep the Lessor fully indemnified of from and against all consequences as may arise therefrom including of from and against all costs, charges and expenses as may be incurred by the Lessor in prosecuting or defending any proceedings as may be instituted or become necessary including costs, charges and expenses of such proceedings including costs of Attorneys.
24. All letters, receipts, notices or communications issued by the Lessor or the Lessee and dispatched under Registered Post with Acknowledgement due or by Hand Delivery to the address of the Lessor/the Lessee on the record will be sufficient proof of dispatch thereof and shall be an effectual discharge of receipt thereof on the part of the Lessor/the Lessee upon production of receipt thereof.
25. No alterations in and/or additions to and/or omissions from the provisions of this Agreement shall be made except in writing and signed by the Lessor and the Lessee. If any alterations, additions or omissions are not made in writing, the same shall be void and not binding upon the Lessor and/or the Lessee.
26. All disputes arising out of this Agreement shall be settled between the parties amicably and in case of failure to reach an amicable settlement, the matter may be referred to the Divisional Commissioner having jurisdiction within 30 days from the date of failure to reach such settlement and his decision shall be final and binding upon the parties.
27. The Bihar Zila Parishad Real Estate Lease Policy, 2024 forms an integral part of this Lease Agreement and the conditions of this agreement should be read along with the terms and conditions laid down under the said Policy. The Lessee, upon entering this agreement, agrees and confirms that he has read and agreed to the terms and conditions of this agreement as well as the rules laid down under the the said Policy, 2024

and is willing to abide by conditions laid down in this Agreement as well as the Policy, 2024.

28. This Agreement along with the rules, regulations and conditions laid down in the Bihar Zila Parishad Real Estate Lease Policy, 2024 constitutes the entire understanding between the Lessor and the Lessee and there are no promises or assurances, express or implied, written or verbal, other than those contained in this Agreement and in the said Policy.
29. The stamp duty, registration charges, all other miscellaneous charges payable on this Agreement shall be borne by the Lessee only.
30. This Agreement is executed in one original and one duplicate. The Lessor shall retain the original of this Agreement and the Lessee shall retain the duplicate thereof.

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands and seals to one original and one duplicate of this Agreement on the day, month and year hereinabove mentioned.

SCHEDULE-I

THE SCHEDULE HEREINABOVE REFERRED TO:

(Description of Leased Premises)

(FULL DESCRIPTION OF LAND/ PREMISES/ PROPERTY TO BE STATED HEREIN)

Details of Premises

Ward No –

Property No -

Circle No –

Holding No –

Other details –

Chauhaddi of Premises

North –

South –

East –

West –

SIGNED AND DELIVERED

by the within named “**Lessor**”

(NAME OF LESSOR) for and

on behalf of Zila Parishad _____

in the presence of

SIGNED SEALED AND DELIVERED-

by the within named “**Lessee**”

(NAME OF LESSEE)

in the presence of

अधीक्षक, सचिवालय मुद्रणालय,

बिहार, पटना द्वारा प्रकाशित एवं मुद्रित ।

बिहार गजट (असाधारण) 766-571+50-डी0टी0पी0 ।

Website: <http://egazette.bih.nic.in>